

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING
THROUGH WHICH
THE U.S. CENSUS BUREAU ACQUIRES
U.S. PASSPORT DATA
FROM THE U.S. DEPARTMENT OF STATE, BUREAU OF CONSULAR AFFAIRS
Agreement No. 2064-FY20-NFE-0324

1. PARTIES AND PURPOSE

This Memorandum of Understanding ("MOU" or "this agreement") establishes an agreement between the U.S. Census Bureau ("Census Bureau"), which is a component of the U.S. Department of Commerce, and the U.S. Department of State, Bureau of Consular Affairs (hereinafter "CA") for the acquisition of U.S. passport data per the July 11, 2019, Executive Order (EO) 13880: Collecting Information about Citizenship Status in Connection with the Decennial Census.

2. AUTHORITY

The authority for the Census Bureau to enter into this agreement for the purposes of supporting all projects listed in Attachment A, is 13 U.S.C. § 6(a), which permits the Census Bureau to call upon other Federal Government entities for information pertinent to the work provided for in Title 13 of the U.S. Code. The authorities for the Census Bureau to undertake the projects listed in Attachment A are 13 U.S.C. §§ 141, 181, 182, and 193.

The authority for CA to share data and enter into this agreement is 5 U.S.C. § 552a(b)(4) ("the Census exception"), which authorizes disclosure of Privacy Act-protected records to the Census Bureau "for purposes of planning or carrying out a census or survey or related activity pursuant to the provisions of Title 13." CA enters into this agreement in response to the Census Bureau's call under 13 U.S.C. § 6(a) for information pertinent to the work provided for in Title 13 of the U.S. Code as well as Executive Order 13880, 84 Fed. Reg. 33,831 (Jul. 11, 2019), which calls for "all agencies to share information requested by the Department [of Commerce] to the maximum extent permissible under law."

3. TERMS AND CONDITIONS

Pursuant to this agreement, CA will provide an extract of all available specified digital U.S. passport data to the Census Bureau for the sole purpose of supporting the projects listed in Attachment A. CA began

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digitizing U.S. passport record data in 1978. CA is unable to provide digital U.S. passport information before 1978 and some digital records provided by CA, particularly older records, may be incomplete. All data that CA agrees to provide to the Census Bureau remains sensitive and confidential. To the extent provided by law, confidentiality of this data will be maintained under Title 13 (including 13 U.S.C. § 9), and the Privacy Act, 5 U.S.C. § 552a, *et seq.* To the extent provided by law, only Census Bureau staff and those Special Sworn Status ("SSS") researchers participating in the projects listed in Attachment A will have access to the data. Access shall be limited to the minimum number of individuals necessary.

The Census Bureau represents and warrants further that the Census Bureau shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the original data covered by this Agreement to any unauthorized person or entity. Any data, records, or other information shared between the agreed parties through this agreement are protected from unauthorized disclosure and shall be used solely for the Census Bureau's statistical purposes and not for program or administrative enforcement, including immigration enforcement, either by the Census Bureau or any other government entity, consistent with 13 U.S.C. 6, and E.O. 13880...

When the Census Bureau releases information related to these data, it may not be disclosed in an individually identifiable form that permits the identification of any individual respondents, businesses, organizations, or institutions, and results will meet Census Bureau disclosure avoidance guidelines. The Census Bureau will link U.S. passport data to census data, survey data, and administrative records data. To the extent provided by law, the Census Bureau will recognize CA as the owner of the original data in the form that it is delivered to the Census Bureau, prior to its integration with confidential Census data.

As described in Attachment A, the Census Bureau will use the linked data for research and operations to improve data collection and record linkage methods for surveys and decennial censuses. The Census Bureau will also utilize the data to measure the citizen voting age population by race and ethnicity at the block level. As noted in Section 3, the Census Bureau will ensure that original U.S. passport data is available only to Census Bureau staff and those Special Sworn Status ("SSS") researchers participating in the projects listed in Attachment A and not directly provided to external researchers and that Social Security Numbers (SSN) are replaced with a protected, unique Identification Key prior to making linked data available to Census Bureau researchers and statisticians.

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A. CA agrees:

- i. To transfer to the Census Bureau, via a secure and encrypted Department of State-approved medium, all available specified data elements from U.S. passport data from January 1, 1978, to September 30, 2019, as described in section 8 of this MOU and the Statement of Work in Attachment B as soon as possible after signing this MOU but no later than March 31, 2020. A second transfer with all available specified data elements from U.S. passport data from October 1, 2019, to March 31, 2020, will occur as soon as possible but no later than July 31, 2020. A final transfer of all available specified data elements from U.S. passport data from April 1, 2020, to July 31, 2020, will be completed by September 30, 2020. Approved transfer mediums may include use of an encrypted, external hard drive mounted via Universal Serial Bus (USB).
- ii. To provide adequate documentation and support of transferred files for the Census Bureau to be able to interpret the data for the uses permitted in this agreement; including a record layout, record count, record length, and data dictionary.
- iii. To allow the Census Bureau to use its record linking processes to assign, where possible, person and address identifiers to each record in the U.S. passport data.
- iv. To allow the Census Bureau staff and SSS researchers to use U.S. passport data for the projects authorized under Title 13 listed in Attachment A and for additional projects authorized under Title 13 if approved in writing by both parties.

B. The Census Bureau agrees:

- i. To permit access to the administrative data transmitted by CA only to the Census Bureau staff and SSS researchers for the specific projects authorized under Title 13 listed in Attachment A or those approved in writing by both parties.
- ii. To notify CA staff when the transfer of the data is completed successfully or whether transfer is not completely successful.
- iii. To return any Department of State-provided external media back to the CA within 10 business days of delivery.

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- iv. To ensure data transmission and storage is conducted in accordance with the provisions of Office of Management and Budget (OMB) Memorandum 06-16.
- v. To immediately notify CA of any discovery of unauthorized use of or access to U.S. passport data.
- vi. To use such U.S. passport data solely for the purpose of supporting the projects listed in Attachment A.

4. CONTACTS

The parties mutually agree that the following named individuals will be designated as points of contact for this agreement on behalf of CA and the Census Bureau, respectively:

CA POC:

Barry J. Conway
Managing Director for Support Operations
Passport Services
Bureau of Consular Affairs
U.S. Department of State
(202) 485-6372
ConwayBJ@state.gov

Census Bureau POC:

Michael A. Berning
Assistant Division Chief
Economic Reimbursable Surveys Division
U.S. Census Bureau
4600 Silver Hill Rd
Washington, DC 20233
(301) 763-2028
Michael.A.Berning@census.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change within fifteen (15) days.

The parties mutually agree that the following named individual is designated as "Custodian" of the files on behalf of the Census Bureau and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this agreement to prevent unauthorized activity and use. The Census Bureau agrees to notify CA within fifteen (15) days of any changes of custodianship.

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The parties mutually agree that CA may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

Custodian: Lori A. Fox
Chief, Information Owner Staff
Economic Reimbursable Surveys Division
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233
(301) 763-3404
Lori.Anne.Fox@census.gov

5. DURATION OF AGREEMENT, AMENDMENTS, AND MODIFICATIONS

This agreement is effective as of the date on which it is signed by both parties. This agreement shall terminate three (3) years following the date on which it becomes effective. If, at the end of three (3) years, the parties wish to continue the relationship, they must execute a new agreement.

The parties shall review this agreement at least once every three (3) years, or whenever a Federal statute is enacted or a court decision is issued that materially affects the substance and/or underlying legal authority of this agreement, in order to determine whether it should be revised, renewed, or canceled. The review will be conducted by the Census Bureau's Associate Director for Research and Methodology and Passport Services' Managing Director for Support Operations or designate.

Notwithstanding all other provisions of this agreement, the parties agree that:

- A. This agreement may be amended at any time by written mutual consent of both parties.
- B. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

6. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the

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parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

7. DATA GOVERNANCE

At the time of signing, the Census Bureau will have in place the following data security and information assurance standards, and appropriate safeguards and procedures designed to protect against unauthorized activity, use, and disclosure of information obtained under the terms of this agreement.

A. Data Security and Information Assurance Standards:

The Census Bureau assumes an obligation to keep all data received from other federal and state agencies and commercial entities in confidence and to use the data for statistical purposes only in accordance with the provisions of Title 13 of the U.S. Code. Per the Federal Cybersecurity Enhancement Act of 2015, these data are protected from cybersecurity risks through screening of the systems that transmit the data. Upon receipt, all data acquired as a result of this interagency agreement will be treated as if they have, at a minimum, protection at the appropriate risk level in accordance with the National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) 200 and Special Publication 800-60r1.

The Census Bureau complies with all current NIST standards and publications in accordance with Title III of the E-Government Act of 2002 (Pub. L. 107-347, 116 Stat. 2899 (2002)). All systems are fully assessed against NIST Special Publication 800-53r4, "Recommended Security Controls for Federal Information Systems and Organizations," as well as Special Publication 800-37r1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach." The Census Bureau Information Technology Security Program is reviewed annually by the Department of Commerce Office of the Chief Information Officer (CIO), as well as the Department of Commerce Office of Inspector General as part of the oversight responsibilities.

All information and information systems are categorized in accordance with NIST FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems," and NIST Special Publication 800-60r1, "Guide for Mapping Types of Information and Information Systems to Security Categories: (2

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Volumes) - Volume 1: Guide Volume 2: Appendices." Security controls and subsequent assessments are done based on the final categorization.

Cloud providers must be approved for at least moderate level information through the GSA Federal Risk and Authorization Management Program (FedRAMP) process prior to acquiring any services. The Census Bureau identifies, assesses and authorizes use based on the published FedRAMP results and an assessment of any Census Bureau (customer provided) controls implemented to protect the infrastructure and data. Security reporting on cloud providers is reported to the Department of Commerce on a regular basis under the Federal Information Security Management Act (FISMA) of 2014.

B. Safeguards:

i. Prevention of Misuse

The Census Bureau hereby agrees to take appropriate action to penalize misuse, alteration, deletion or any other unauthorized access of U.S. passport data by Census Bureau personnel under the Foreign Affairs Manual and applicable civil and criminal laws and assure compliance with the protections provided by the Privacy Act.

ii. Access Authorization and Controls

a. Access Authorization

- i. CA and the Census Bureau will provide points of contact and will inform each other of the name and title of their respective Program Administrators, as outlined in Section 4.
- ii. The Census Bureau will be responsible to prevent and/or detect unauthorized access to, or use of, the information contained in U.S. passport data by Census Bureau personnel and SSS researchers.

b. Access Controls

- i. The Census Bureau will restrict access to all U.S. passport data to the minimum number of individuals necessary. Those individuals granted access will have received the appropriate clearances required for all government (including detailees) and contractor personnel accessing Census Bureau data and

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systems.

- ii. The Census Bureau is responsible for the set up and maintenance of user accounts, regarding access to the data referenced in Section 3, subject to consultation with CA on requirements. Census Bureau personnel shall securely log onto the Census Bureau network prior to accessing the data described in Section 3.

iii. Unauthorized Activity

- a. The Census Bureau and CA acknowledge that the term "unauthorized activity" includes, but is not limited to, unauthorized or accidental access, use, dissemination, disclosure, storage, or disposal of U.S. passport data.
- b. The Census Bureau acknowledges that it will be responsible for preventing, detecting, reporting, and responding to unauthorized activity by Census Bureau personnel, including employees, contractors, and detailees from third party agencies, in accordance with the Privacy Act, other applicable federal guidance, and this MOU.
- c. The Census Bureau will promptly take appropriate disciplinary or remedial action and immediately notify CA when it learns that unauthorized activity has occurred.
- d. The Census Bureau maintains a policy regarding the reporting of and response to losses of protected data in accordance with OMB Memorandum M-17-12. Known or suspected losses of protected data must be reported within one (1) hour to the United States Computer Emergency Readiness Team (US CERT).
- e. The Census Bureau acknowledges its requirement to report any suspected or confirmed data breach involving CA's data to Diplomatic Security's Computer Incident Response Team (DS CIRT) at CIRT@state.gov within one (1) hour of the detection of the breach. The Census Bureau shall also provide such information immediately or not more than 24 hours to the Bureau of Consular Affairs, Fraud Prevention Programs, Consular Integrity Division (CA/FPP/CID) at ConsularIntegrity@state.gov and Passport Services, Office of Integrity and Internal Controls (CA/PPT/S/IIC) at AskPPTInternalControls@state.gov.

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- f. The Census Bureau undertakes to assist CA with investigation of potential unauthorized activity by Census Bureau personnel related to U.S. passport data.
- g. The Census Bureau will report to CA the final outcome of any investigation of a breach or improper disclosure of U.S. passport data by Census Bureau personnel, including disciplinary action taken against Census Bureau users who commit unauthorized activity or misuse of U.S. passport data in another manner.

iv. Periodic Internal Inspections

CA will conduct periodic safeguard reviews of Census Bureau's systems to assess whether security and confidentiality of U.S. passport data is maintained in accordance with the Privacy Act of 1974, CA policies, and the safeguarding protocols and requirements outlined in the terms of this agreement.

Periodic safeguard reviews will include:

- a. The assessment of the Census Bureau's location and other locations only by mutual agreement;
- b. The testing of controls for computer systems storing, processing, or transmitting U.S. passport data;
- c. A review of the Census Bureau's recordkeeping, policies, and interviews of Census Bureau employees and SSS researchers to verify the use of Personally Identifiable Information (PII) and assess the adequacy of procedures established to protect U.S. passport data.

All on-site safeguard assessments will be collaborative efforts between CA and the Census Bureau to ensure compliance with this agreement and all relevant laws, regulations, and policies. Census Bureau will support timely mitigation of identified risks and/or vulnerabilities.

8. DATA TRANSMISSION, STORAGE, AND RETENTION**A. Data Transmission**

In transmitting data under this MOU, the Census Bureau and CA will utilize mutually acceptable technical specifications and security protocols

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as agreed by technical representatives of the Census Bureau and CA.

i. Method of Transmission

CA shall provide data to the Census Bureau through a Department of State-approved mechanism. This may include use of secure and encrypted Department of State-approved external USB Hard Drive.

ii. Specified Data Elements

CA will initially transfer all available specified data elements of U.S. passport records from January 1, 1978, to September 30, 2019, by March 31, 2020. A second transfer with all available specified data elements of U.S. passport records from October 1, 2019, to March 31, 2020, will be completed by July 31, 2020. A final transfer of all available specified data from April 1, 2020, to July 31, 2020, will be completed by September 30, 2020.

All specified data elements provided by CA are protected by Title 13 (including 13 U.S.C. § 9), the Privacy Act, 5 U.S.C. § 552a, *et seq.*, and as outlined in this agreement, to include:

1. First name
2. Last name
3. Middle name
4. Aliases
5. Passport number
6. Passport type(s)
7. Date of birth
8. Sex
9. Mailing address
10. SSN
11. Place of birth
12. Country of birth
13. Issuance date; and
14. Expiration date.

B. Records Storage

The storage of U.S. passport data will be conducted in accordance with the provisions of OMB Memorandum 06-16, CA policies, the safeguarding protocols described in Passport Records' SORN, State-26, and the requirements outlined in the terms of this agreement. This

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shall include encryption of data at rest for any originally provided or linked data sets that include PII provided by CA.

C. Records Retention

To the extent permitted by law, all original source data received by the Census Bureau from CA will be destroyed two (2) years after receipt. CA data integrated into Census Bureau systems to support the projects listed in Attachment A will become Census Bureau records and retained indefinitely. The Census Bureau shall provide proof of data destruction upon the completion of the data retention timeframe.

Any revisions to the data retention timetable after the execution of this agreement will be stated in writing in an amendment to this agreement. The original U.S. passport data will be expunged from Census Bureau systems, so long as such expungement is not inconsistent with federal records retention law. This complies with the Census Bureau's record retention schedule that states that the retention period for original files from outside sources will be destroyed when two (2) years old or as contract specifies. The Census Bureau agrees to notify CA within thirty (30) days of the completion of research if the purpose is completed before this aforementioned retention period. Upon such notice or at the end of the above-mentioned retention date, whichever occurs sooner, the Census Bureau will destroy such data or, if the retention schedule changes for any reason, the Census Bureau will notify CA. The Census Bureau acknowledges that stringent adherence to the aforementioned retention period is required and that the Census Bureau shall ask CA for instructions under this paragraph if instructions have not been received within thirty (30) days after the retention period ends. When the Census Bureau destroys the data, the Census Bureau agrees to certify the destruction of the files in writing within thirty (30) days of receiving CA instructions. A statement certifying this action must be sent to CA. The Census Bureau agrees that no data from U.S. passport records, or any parts thereof, shall be retained when the aforementioned files are destroyed unless authorization in writing for the retention of such files has been received from the point of contact as identified in Section 4 of this agreement.

The dissemination and use of publicly-released reports, articles, and other products derived in whole or in part from U.S. passport data will be restricted to the projects defined in Attachment A to the agreement and will not be discontinued due to the expiration or termination of

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this agreement. Furthermore, the use of records with linkage identifiers and U.S. passport data linked to other data as part of the projects described in Attachment A will not be discontinued due to expiration of this agreement but will be limited to the authorized uses defined in Attachment A, as long as those uses remain legally valid as provided in Section 5 of this agreement.

To promote organizational transparency, and in support of data discovery for current and future research projects, the Census Bureau posts non-sensitive, non-personally identifiable data documentation to public-facing websites. This documentation, such as a record layout or data dictionary, can include file descriptions, variable lists, variable labels, and valid values for each variable.

9. NO THIRD-PARTY RIGHTS OR BENEFITS

This MOU is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the participants, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

10. FUNDING

This agreement does not obligate funds of either party to this agreement. Each party will assume its own costs, and if funding transfers are required, they will be executed through written amendment to this agreement.

11. INTERPRETATION AND SEVERABILITY

Nothing in this MOU is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then that term shall be invalid to the extent of the inconsistency, but the remaining terms and conditions of this MOU shall remain in full force and effect.

12. ENTRY INTO FORCE

This MOU, which consists of twelve (12) numbered Sections, will commence when signed by both parties.

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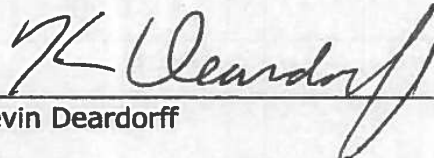
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APPROVALS

On behalf of the Census Bureau, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.



Kevin Deardorff
Chief, Economic Reimbursable Surveys Division
U.S. Census Bureau

1/13/2020

(Date)

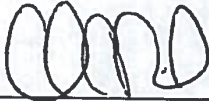
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On behalf of CA, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.



Carl C. Risch

1/3/2020

(Date)

Assistant Secretary
Bureau of Consular Affairs
U.S. Department of State

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Attachment A: Description of Approved Research Projects**1. Evaluation and Improvement of Citizenship Information in Demographic Surveys and Censuses**

Under the authority of 13 U.S.C. §§ 6(a), 141, 181, 182, 193, and Executive Order 13880, the Census Bureau is developing the capability to measure the citizen voting age population by race and ethnicity at the block level via linking citizenship information from administrative records to Census microdata files. The Census Bureau hosts Social Security Administration (SSA) Numident and Internal Revenue Service (IRS) Individual Tax Payer Identification Number (ITIN) files containing citizenship information that could potentially be used for this purpose. It is unknown how quickly the SSA Numident is updated when persons are naturalized, however. The Census Bureau would like to investigate the timeliness of the Numident and IRS data by comparing them to other sources covering naturalized U.S. citizens and noncitizen U.S. residents. These other sources can also fill coverage gaps in the SSA (which does not contain citizenship status for those individuals applying for an SSN prior to 1972) and IRS data (which does not contain citizenship status information for noncitizens who do not need to file an IRS tax return). The Census Bureau will conduct research and evaluations of data quality of our own household survey responses to the citizenship question with naturalization and noncitizen resident administrative records. We will also conduct research that informs the Census Bureau's understanding of the relationship between citizenship and other core demographic and socioeconomic aspects of migration, labor markets, and household wellbeing using the enhanced citizenship categorizations developed under this project.

2. Research, Testing and Operations for the 2020 Census

Under the authority of 13 U.S.C. §§ 6(a), 141, 181, 182, 193, the Census Bureau intends to test and use data from many sources, including public and private sources, to design and conduct the 2020 Census. The Census Bureau is using state program information, along with data from federal, state, and private sources to pursue the following four research initiatives leading to the integration of these data to augment or replace Census operations:

- A. validating and enhancing the Master Address File (MAF);¹

¹ Examples of possible Census Bureau uses include updating and evaluating the Master Address File.

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- B. designing and assigning resources to carry out the 2020 Census;²
- C. unduplicating public, private, and census lists; and
- D. inputting missing data.³

To determine the feasibility of incorporating the administrative records data into Census Bureau operations, the data will be explored using 2010 decennial census data, intercensal test data, and other Census Bureau household survey data to assess the quality and utility of household roster, location, and demographic characteristics data. Disagreement observed in content across sources will be analyzed to develop approaches such as modeling or business rules to resolve conflicting information. Administrative records will be assessed to tabulate data at various levels of geography including the housing unit, block, tract, and state levels. These tabulations will be compared to the 2010 Census, intercensal test data, and other Census Bureau household survey data to assess accuracy based on the level of aggregation. Research and testing includes simulations with 2010 Census data, operational site test data, and other Census Bureau household survey data with the end goal of eventually incorporating the data into decennial census operations.

² Examples of possible data uses include simulating a targeted address canvassing, modeling to determine data collection modes, modeling to predict self-response probabilities, simulating non-response follow-up designs, directed advertising campaigns, and special enumeration operations planning.

³ Examples of possible Census Bureau uses include item imputation and count imputation using information from a composite of public and private data sources.

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Attachment B: Administrative Records Requirements for U.S. Passport Data

The Census Bureau seeks coverage of U.S. passport data starting as early January 1, 1978, and extending through March 31, 2020 (as well as refreshes through July 31, 2020). Census Bureau understands and expects that receiving both applications and approvals as of a cut date may result in an application only as approval status may be pending as of the cut date.

| | |
|---------------------------------------|--|
| Reference Period: | All records available before: July 31, 2020 |
| Delivery Dates: | March 31, 2020 July 31, 2020 September 30, 2020 |
| Data Variables: | First name Last name Middle name Aliases Passport number Passport type Date of birth Sex Mailing address SSN Place of birth Country of birth Issuance date, and Expiration date |
| Special Instructions: | Please make sure that the data and variable names/codes are consistent from year to year. |
| Transfer Media: | To be determined. |
| Format: | ASCII |
| Documentation: | 1. Please include the latest codebook (digital preferred), record layout, record count, and the name and telephone number of a technical advisor, if we should have questions. 2. Include responses required in special instructions. |
| Delivery Method: | To be determined |
| Mark Shipment: | U.S. State Department – Passport Files |
| Mailing Address for Shipments: | Please e-mail Michael.A.Berning@census.gov at the time |

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| | of shipment. |
| Census Bureau Technical Contact Person: | Dave Sheppard Branch Chief, Data Quality Branch Economic Reimbursable Surveys Division US Census Bureau Office 301-763-9291 Room 5K133 <u>David.W.Sheppard@census.gov</u> |
| Consular Affairs Technical Contact Person: | Priya Livingstone Acting Branch Chief, Mission Production Services Branch, Production Service Design and Development Division Department of State, Bureau of Consular Affairs Office 202-485-7284 <u>LivingstonePD@state.gov</u> |

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